



Agenda Item Details

Meeting	Dec 08, 2014 - Regular Meeting
Category	7. Consent Agenda
Subject	7.20 Renewal of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Funds
Recommended Action	Motion to approve renewing the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport. The vendor is Cox Business, based on fixed pricing. Funding will be paid from general funds. The contract is effective July 1, 2015 through June 30, 2016. Copies of the previously approved renewal documents are attached.

Public Content

Request approval to renew the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport. The vendor is Cox Business, based on fixed pricing. Funding will be paid from general funds. The contract is effective July 1, 2015 through June 30, 2016. Copies of the previously approved renewal documents are attached.

For additional information, please contact Eric Mitchell, Director, MIS & IT at (850) 689-7184.

[RENEWAL OF RFB 13-B02.pdf \(250 KB\)](#)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Rodney Walker, second by Dewey Destin.
Final Resolution: Motion Carries

Yes: Dewey Destin, Cathy Thigpen, Melissa Thrush, Rodney Walker, Lamar White



SCHOOL DISTRICT OF OKALOOSA COUNTY
Purchasing Department

SUPERINTENDENT OF SCHOOLS
MARY BETH JACKSON

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING
VINCE WINDHAM, CPF



BOARD MEMBERS
DEWEY DESTIN
CINDY FRAKES
CATHY THIGPEN
MELISSA THRUSH
RODNEY L. WALKER

November 5, 2014

Cox Business
Attn: Ms. Carol Knight
3405 McLemore Drive
Pensacola, FL 32514

Ms. Knight:

On February 11, 2013 The School Board of Okaloosa County, Florida approved the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport . The awarded vendor is Cox Business. The original award was for the period of July 1, 2013 through June 30, 2014.

Bid terms stated that the contract may be extended by mutual agreement of both parties for four (4) additional one (1) year periods. A renewal was approved by the School Board on March 10, 2014 for the term effective, July 1, 2014 through June 30, 2015. We would like to request that this bid be renewed for an additional term, July 1, 2015 through June 30, 2016.

Please check one of the responses below indicating your decision regarding this request. Sign and return the letter, along with a completed copy of the enclosed Federal Debarment Certification to my attention, no later than Wednesday, November 12, 2014. To expedite, feel free to email your response to Becky Perrin at perrinb@mail.okaloosa.k12.fl.us, or faxing to 850-833-6327.

Please fax a current Certificate of Insurance form for your business to the Risk Management Department at 850-833-3195. All contractors must continue to comply with the insurance requirements as provided in the original bid documents. If your Certificate of Insurance is current, or was not a requirement in the original bid documents, please disregard.

Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

Vince Windham,
Program Director of Purchasing

I agree to renew the bid adhering to original terms, prices and conditions, including those of the Commercial Services Agreement for an additional one-year period through June 30, 2016.

I decline to renew the bid for an additional one-year period.

Signature*

Dennis C. Schroeder

Please print name

Title

Sales Manager

Date

11/5/14

*Note: Must be signed by an officer or employee having the authority to bind the company or firm.

PURCHASING DEPARTMENT - ADMINISTRATIVE COMPLEX - 120 LOWERY PLACE S.E.
FORT WALTON BEACH, FLORIDA 32548
TELEPHONE (850) 833-7668 FAX (850) 833-6327



Agenda Item Details

Meeting	Mar 10, 2014 - Regular Meeting
Category	7. Consent Agenda
Subject	7.34 Renewal of Commercial Service Agreement between the School Board of Okaloosa County and Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP, under RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport, presented by Eric Mitchell, Director, MIS and Instructional Technology, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Revenue
Recommended Action	Motion to approve the renewal of the Commercial Service Agreement between the School Board of Okaloosa County and Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP, under RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport.

Public Content

This will be renewal of the Cox Service Agreement for year 2, effective July 1, 2014 through June 30, 2015. The recurring monthly cost is \$1,495.00 for 115 SIP Trunks at \$13.00 each.

Cox CSA - SIP RENEWAL.pdf (81 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent

Motion by Cathy Thigpen, second by Dewey Destin.

Final Resolution: Motion Carries

Yes: Dewey Destin, Cindy Frakes, Cathy Thigpen, Melissa Thrush, Rodney Walker



Customer Authorized Signature
 Signature: *Rodney L. Walker*
 Title Position: School Board Chairman
 Date: March 10, 2014

Cox Communications Gulf Coast, LLC Cox Florida Telecom, LP
 Signature: *Bernice Howard*
 Title Position: Dir. of Sales
 Date: 3/10/14

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to the Agreement and any other terms and conditions applicable to the services attached above, including without limitation, the Cox Terms of Service, Cox Order, and federal regulations, the General Terms and Conditions located at <http://www.cox.com/aboutus/policies/business-general-terms>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms and Conditions by signing this Agreement. This Agreement is subject to such approval and Customer authorizes Cox to check credit. The price above does not include applicable taxes, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers the agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any services that is part of a bundle offering, the remaining services shall be subject to price increases for the remaining term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the FRIC set forth above for the duration of the term. Cox may charge Customer a termination fee equal to the FRIC reduction resulting from a partial termination of a service provided by the number of months remaining in the term. If Cox performs any work including construction or hours any costs to provide service to Customer and Customer cancels this Agreement prior to service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

This agreement is the renewal award for bid for RB13-002. The agreement is for one year of service. This agreement may be extended for four (4) additional one (1) year periods, the extension being year two(2) upon mutual agreement of the parties with the same terms and conditions. The rate to be charged by Cox during extension or renewal period shall be those as contained in its response to RB13-002. All terms and conditions and requirements as contained in the Oklahoma County School Board RB13-002 Section 1.1(b) and the Cox response to the RB13-002 and the Cox response to the RB13-002 shall prevail. The rates and other charges set forth herein are not subject to any change or adjustment during the term of the Agreement. All references to termination fees or charges in the Agreement are hereby deleted.

Special Services
 For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services), by checking here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is inter-State in nature or is Internet traffic.
 Yes No

Service Description	Qty	New	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
20MB SIP Trunk Group Port	1	1	\$0.00	12	\$0.00	\$0.00
Avaya IP Office	1	1	\$0.00	M-M	\$0.00	\$0.00
SIP Trunk 2-MHz	115	115	\$11.25	12	\$1,293.75	\$0.00
Access Recovery Fee - SIP Trunking	115	115	\$0.31	12	\$35.55	\$0.00
Network Interface Fee - Multi Line	115	115	\$1.44	12	\$165.50	\$0.00
DDI Block - 100	1	1	\$0.00	24	\$0.00	\$0.00
DDI Block - 20 Included	2	2	\$0.00	24	\$0.00	\$0.00
Cox Business Minute Pack 50,000	1	1	\$0.00	12	\$0.00	\$0.00
Totals:					\$1,495.00	\$0.00

Customer Information
 Cox Account Name: OCSD - CENTRAL ADMIN FACILITY
 Billing Address: 202 HIGHWAY 85 N #A
 Norman, Oklahoma 73075
 Billing Contact: Eric Mitchell
 Phone Number: 850-695-0257
 Fax Number: 877-873-5795

Cox System Address
 320 Ranchwood Rd NW
 Fort Walton Beach, FL 32547

Cox Account #
 135-0090368-03

Accounting Information
 Billing Address: 202 Highway 85 N #A
 Norman, Oklahoma 73075
 Billing Contact: Eric Mitchell
 Phone Number: 850-695-0257
 Fax Number: 877-873-5795

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at <http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. PBX Usage and 911 Services PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://www2.cox.com/business/voice/regulatory.cox>. In addition to the information about PBX Service and 911 Service in Section C13 of the General Terms, ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY BACKUP PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR 911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR 911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR 911 SERVICE. IF THE EMTA, ATA, ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE 911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to Video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotional language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, internet, web conferencing/web hosting Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.